

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

ANITRA L. PINCHBACK-JONES, and,
BRUCE C. JONES, husband and wife, and
their marital community,

Plaintiffs,

vs.

LIBERTY MUTUAL FIRE INSURANCE
COMPANY, a Wisconsin corporation,

Defendant.

No.

NOTICE OF REMOVAL

TO: Judges of the United States
District Court for the Western District of Washington at Seattle.

AND TO: The Attorney for Plaintiffs

Defendant Liberty Mutual Fire Insurance Company ("Liberty Mutual") hereby provides notice of removal pursuant to 28 U.S.C § 1332(a) and (c), § 1441(a), § 1446(a), (b) and (d), and Western District CR 101(a) and (b). The grounds for removal are as follows:

1. On March 24, 2010, the Washington State Insurance Commissioner received service on behalf of Liberty Mutual a copy of the Summons and Complaint for a suit filed by

1 the Plaintiffs in the Superior Court of Washington for King County. The case is entitled,
2 *Pinchback-Jones, Jones v. Liberty Mutual Fire Insurance Company*, Cause No. 10-2-08153-4
3 SEA.

4 2. This notice of removal is brought pursuant to 28 U.S.C. §§1441(a), 1446 and
5 Western District CR 101(a) and (b). This Court has original jurisdiction pursuant to 28
6 U.S.C. §1332(a) and (c) on the basis that there is complete diversity of citizenship between
7 the parties and the amount in controversy is in excess of \$75,000, exclusive of interest and
8 costs.

9 3. Defendant Liberty Mutual was at the time of the Complaint, and currently is,
10 an insurance company domiciled in the State of Wisconsin with its principal place of business
11 in Massachusetts. The defendant was at the time the complaint was filed, and currently is, a
12 citizen of a state other than Washington.

13 4. The Plaintiffs were at the time the complaint was filed, and currently are,
14 Washington residents. There is complete diversity of citizenship between the parties pursuant
15 to 28 U.S.C. §1332 (a) and (c).

16 5. Plaintiffs assert claims of breach of contract, Washington Insurance Fair
17 Conduct Act violations, Washington Administrative Code violations, bad faith, and
18 negligence. *See* Complaint for Damages, Silk Dec., Ex. A. Plaintiffs have previously made a
19 settlement demand of more than \$400,000. In addition, Plaintiffs allege in their Complaint
20 that they have lost the amount of the insurance policy that should have been paid. They also
21 seek general and special damages, and punitive damages and attorney fees. *See* Complaint,
22 Silk Dec., Ex. A. Consequently, a reasonable person reading the allegations of the Complaint
23

1 would conclude that the Plaintiffs are seeking damages from Defendant Liberty Mutual in an
2 amount in excess of \$75,000, exclusive of interest and costs.

3 6. This Notice of Removal is timely because it has been filed within thirty (30)
4 days after Defendant Liberty Mutual received a copy of the Summons and Complaint. 28
5 U.S.C. § 1446(b).

6 7. The underlying state court action is one for which this Court has original
7 jurisdiction under the provisions of 28 U.S.C. § 1332, and is one that may be removed to this
8 Court by the defendant pursuant to the provisions of 28 U.S.C. § 1441 because the matter in
9 controversy exceeds the sum or value of \$75,000 and is between citizens of different states.

10 8. Pursuant to 28 U.S.C. § 1332(a) and (c), § 1441(a), § 1446(a), (b) and (d), and
11 Western District CR 101(a) and (b) of the Local Rules for the Western District of
12 Washington, this case is properly removable.

13 9. Defendant Liberty Mutual has given written notice of the filing of this Notice
14 of Removal to all attorneys of record and to the Clerk of the Superior Court of King County,
15 Washington. 28 U.S.C. § 1446(d).

16 WHEREFORE, Defendant Liberty Mutual requests that this action be removed to the
17 United States District Court for the Western District of Washington at Seattle.

18 DATED this 23rd day of April, 2010.

19 s/ John M. Silk

20 John M. Silk, WSBA No. 15035
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